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6 Plaintiff, Self-Represented

**FILED**

**NOV 17 2023**

CLERK, U.S. DISTRICT COURT  
NORTH DISTRICT OF CALIFORNIA

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8 **UNITED STATES DISTRICT COURT**  
9 **NORTHERN DISTRICT OF CALIFORNIA**

10 MILTIADES MANDROS,

11 Plaintiff,

12 vs.

13 GREG HOFF,

14 Defendant.

**CV23**

Case No.:

**5956**

Rita F. Lin

**COMPLAINT:**

**(1) COPYRIGHT INFRINGEMENT**

**JURY TRIAL DEMANDED**

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22  
23 **INTRODUCTION**

24 1. This is an action by MILTIADES MANDROS (herein after "Plaintiff" or  
25 "Mandros") to recover damages arising from infringement of Mandros copyrights in his  
26 architectural/design drawings by Defendant GREG HOFF (hereinafter "Defendant" or  
27  
28

1 “Hoff”), and to enjoin Defendant from future infringement.

2 **THE PARTIES**

3 2. Plaintiff, Miltiades Mandros is a licensed architect with principal place of  
4 business located at 4096 Piedmont Avenue, #146 Oakland, California 94611.

5 3. Defendant, Greg Hoff is the property manager for Victoria Associates #2,  
6 LP, with principal place of business located at 6226 La Salle Avenue, Oakland,  
7 California 94611.  
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9 **JURISDICTION**

10 4. This is an action for copyright infringement arising under the Copyright  
11 Act of 1976, as amended, 17 U.S.C. § 101 et seq. Architectural drawings, including  
12 blueprints, plans, and drawings, have historically enjoyed copyright protection under the  
13 general category of “pictorial, graphic, and sculptural works” in the Copyright Act. The  
14 Court has subject matter jurisdiction under 17 U.S.C. § 501 and 28 U.S.C. §§ 1331 and  
15 1338(a).  
16

17 5. The Court has personal jurisdiction over Defendant. Defendant Hoff  
18 resides in this District. Moreover, Defendant Hoff conducts business in this District. In  
19 light of the foregoing Defendant Hoff is subject to personal jurisdiction in this District.  
20

21 **VENUE**

22 6. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1391b and 1400.  
23

24 **FACTS COMMON TO ALL COUNTS**

25 7. Plaintiff Mandros is a licensed architect and Principal of Miltiades  
26 Mandros Design Studio.  
27

1           8.     On or about [date], Mandros entered into a Personal Service Agreement  
2 with Hoff to produce a set of drawings to cure a “stop work order” for illegal plumbing  
3 work for the property located at the property located at 2973 Shattuck Avenue in  
4 Berkley, California. Pursuant to the Personal Service Agreement the finished drawings  
5 would be complete enough to submit to the building department for permit approval and  
6 detailed enough to allow construction by the owners and/or their designated  
7 subcontractors. Moreover, the Personal Service Agreement provided that the designer  
8 (Mandros) would be the final arbiter in terms of design & aesthetic decisions.  
9

10  
11           9.     The Personal Service Agreement also contained the following language  
12 under the heading “Work Product: Use of the Designer’s Instruments of Service”  
13

14                   “The project drawings, specifications, and other documents prepared  
15 by Miltiades Mandros are instruments of service for use solely with  
16 respect to this project. Unless otherwise agreed, Miltiades Mandros  
17 shall be deemed the author and owner of these documents and shall  
18 retain all common law, statutory and other reserved rights, including  
19 the copyright. The Owner is granted a nonexclusive license to use  
20 these instruments of service and shall be permitted to retain copies,  
21 including reproducible copies, of Miltiades Mandros’ drawings,  
22 specifications, and other documents for information and reference  
23 in connection with the Owner’s use and occupancy of the project.  
24 However, Miltiades Mandros’ drawings, specifications, and other  
25 Documents shall not be used by the Owner, or others on other projects,  
26 for additions to this project, or for completion of this project by others,  
27 except by agreement in writing and with appropriate compensation to  
28 Miltiades Mandros.”

10           10.    Pursuant to the Personal Service Agreement Mandros produced drawings  
11 consisting of the installation of a bathroom compliant with the Americans with  
12 Disabilities Act (“ADA”) and the demolition of the existing storefront, to be replaced  
13 with an ADA-compliant entry.  
14

1           11. After submission of the drawings Mandros provided detailed responses on  
2 several occasions to inquiries from the City of Berkley Department of Building &  
3 Safety.

4           12. On or about [date], Hoff approached Mandros and asked him to produce  
5 modifications to his drawings for submission to the City of Berkely Department of  
6 Building & Safety. In response, Mandros informed Hoff that pursuant to the Personal  
7 Service Agreement additional compensation was required for such work. The Personal  
8 Service Agreement under the heading “Additional Services/Change Orders”<sup>1</sup> contains the  
9 following language:  
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12                   “Any changes to the Scope of Services listed under item #1 above shall  
13 binding only if agreed to by both parties in the form of a written change  
14 order signed by both parties. The rate of my professional services for  
additional work is \$150.00/hr.”

15           13. Hoff refused to execute a written change order agreeing to Mandros rate of  
16 compensation for additional work.

17           14. On or about [date], Mandros learned that Hoff had modified his drawings  
18 and submitted them to the City of Berkley Department of Building & Safety for  
19 approval. Moreover, Mandros learned that Hoff removed his name from the submitted  
20 drawings.  
21

22           15. On or about [date], Mandros went to the City of Berkely Department of  
23 Building & Safety Offices where he was allowed to “view” the modified drawings  
24 submitted by Hoff. Mandros was informed by the City of Berkely Department of  
25 Building & Safety that the modified drawings submitted by Hoff were returned for  
26  
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1 corrections, and Hoff could resubmit them at a later time.

2 16. Mandros informed the Building & Safety Official that Hoff had modified  
3 his drawings and removed his name prior to submission. The Building & Safety Official  
4 informed Mandros that without a court injunction prohibiting such action, the  
5 Department of Building & Safety was obligated to accept the drawings from Hoff for  
6 consideration upon refileing.  
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8 **FIRST CAUSE OF ACTION**

9 **(Copyright Infringement)**

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11 17. Plaintiff repeats and incorporates by this reference each and every  
12 allegation set forth in paragraphs 1 through 16, inclusive.

13 18. Mandros is the owner of the architectural designs for the property located  
14 at 2973 Shattuck Avenue in Berkley, California consisting of drawings for the  
15 installation of a bathroom compliant with the Americans with Disabilities Act (“ADA”)  
16 and the demolition of the existing storefront, to be replaced with an ADA-compliant  
17 entry.  
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19 19. Hoff has infringed Mandros’ copyright by modifying Mandros’ drawings,  
20 removing Mandros’ name from his drawings, and then submitting the modified drawings  
21 to the City of Berkley Department of Building & Safety for approval.  
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23 20. Hoff’s infringement activity has caused Mandros to suffer damages in an  
24 amount to be proven at trial.  
25

26 21. Mandros is entitled to injunctive relief to prevent further infringement,

27 22. Mandros is entitled to recover his costs and attorney’s fees in this action.  
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1 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- 2 1. A declaration that Defendant has infringed Plaintiff's copyright;
- 3 2. An injunction prohibiting Defendant from further infringing Plaintiff's
- 4 copyright;
- 5 3. An award of damages to Plaintiff in an amount to be determined at trial;
- 6 4. An award of Plaintiff's costs and attorney's fees in this action; and
- 7 5. Such other relief as the Court deems just and proper.
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10 Dated: November 15, 2021

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13 MILTIADES MANDROS.

14 Plaintiff, Self-Represented

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